

**Certificate of Trust Agreement**

The undersigned hereby certifies as follows:

01.00 This Certificate is being made with respect to The Alphonse T. Masi Revocable Trust Agreement dated August 30, 2005 (the "Agreement").

02.00 The Trustee under the Agreement is Alphonse T. Masi, M.D., whose address is 6710 North Skyline Drive, Peoria, Illinois 61614. The undersigned's address is also the address of the Trust.

03.00 The undersigned is the Grantor of the Agreement and his address is stated above.

04.00 The real estate located in the State of Mississippi which has been conveyed to the Trust is described as follows:

Ten (10) acres described as the North half of the North half of the Northwest quarter of the Southwest quarter of Sections 6, Township 2, Range 8 West, in DeSoto County, Mississippi less 0.11 acres conveyed to Mississippi State Highway Commission on May 7<sup>th</sup>, 1990 by Deed recorded in Book 226, page 524.

05.00 The Trust will likely terminate upon the death of the survivor of the undersigned and his spouse, Nancy Masi.

06.00 The Agreement has not been revoked, altered, amended or modified in any respect and grants the undersigned as Trustee, inter alia, each of the following powers and none inconsistent therewith:

**Trustee's Powers**

Except as otherwise provided in any of the following Sections, the Trustee shall have the powers noted in each of the following Sections and, except to the extent inconsistent, with any such power, any others that may be granted by law.

**Allocation of the Fund: Marital Trust Limitation**

The Trustee may allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or trusts, and to determine the value of any such property. Except as to the Marital Trust, the Trustee may hold the several trusts as a common fund, dividing the net income therefrom among the beneficiaries of the several trusts proportionately.

**Ancillary Administration**

The Trustee may appoint such corporation authorized under the laws of the United States or of any State to administer trusts with respect to any portion of the Fund situated in any jurisdiction in which the then acting Trustee is unable or unwilling to act. The Trustee so appointed shall have

all the title, powers and discretion with respect to that property that are given to the principal Trustee. The net income from that portion of the Fund and any net proceeds of its sale shall be paid over to the principal Trustee.

#### **Ascertainment and Allocation of Principal and Income**

The Trustee may determine the manner of ascertainment of income and principal and the allocation or apportionment between income and principal of all receipts and disbursements.

#### **Conservation of the Fund**

The Trustee may take any action with respect to conserving or realizing upon the value of any portion of the Fund, and with respect to foreclosures, reorganizations or other changes affecting the fund. Further, the Trustee may collect, pay, contest, compromise or abandon claims of or against the trust estate wherever situated, and execute contracts, notes, conveyances and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the Fund and containing provisions excluding personal liability.

#### **Depreciation of Tangible Property**

The Trustee may establish out of income and credit to principal reasonable reserves for the depreciation of tangible property.

#### **Distribution or Division of any Portion of the Fund**

The Trustee may make any distribution or division of the Fund in cash or in kind, or both, and to continue to exercise any powers and discretion hereunder for a reasonable period after the termination of the trust, but only for so long as no rule of law relating to perpetuities would be violated.

#### **Employment of Assistants**

The Trustee may employ attorneys, auditors, depositories, proxies and agents with or without discretionary powers, and may keep any property in the name of a Trustee or a nominee with or without disclosure of any fiduciary relationship, or in bearer form.

#### **Investment of the Fund: Marital Trust Limitation**

The Trustee may invest and reinvest the Fund in bonds, notes, stocks of corporations, regardless of class, real estate or any interest in real estate, and interests in trusts, including common trust funds, or in any other property or undivided interests in property, wherever located, without being limited by any statute or rule of law concerning investments by trustees; however, unproductive property shall not be acquired with an asset of the Marital Trust or retained as an asset of the Marital Trust for more than a reasonable time during the life of the Grantor's Spouse without such Spouse's prior written approval.

### **Loans: Marital Trust Limitation**

The Trustee may loan or borrow money for any purpose, either from or to the banking department of any Trustee, or to or from others, and to mortgage or pledge any portion of the Fund; however, no unsecured loans shall be made from the Marital Trust without the Grantor's Spouse's prior written approval.

### **Real Estate Interests**

The Trustee may operate, maintain, repair, rehabilitate, alter, improve or remove any improvements on real estate, make leases and subleases for terms of any length, even though the terms may extend beyond the termination of the trust. Further, the Trustee may Subdivide real estate, grant easements, give consents and make contracts relating to real estate or its use, or release or dedicate any interest in real estate.

### **Receipt of Additional Property**

The Trustee may receive additional property from any source and add it to and commingle it with the Fund.

### **Retention of Property: Marital Trust Limitation**

The Trustee may retain any property or undivided interests in property received from the Grantor or from any other source, including residential property, regardless of any lack of diversification, risk or nonproductivity; however, no unproductive property shall be held as an asset of the Marital Trust for more than a reasonable time during the life of the Grantor's Spouse without the Grantor's Spouse's prior written approval.

### **Sale or Exchange of any Portion of the Fund: Marital Trust Limitation**

The Trustee may sell any portion of the Fund for cash or on credit, at public or private sales and with the prior written approval of the Grantor's Spouse, may sell the assets of the Marital Trust to anyone (including the Trustee of the Credit Trust even though such Trustee is also the Trustee of the Marital Trust) for cash, or an annuity based upon the Grantor's Spouse's life expectancy. Further, the Trustee may exchange any portion of the Fund for other property, grant options to purchase or acquire any Portion of the Fund, and determine the prices and terms of sales, exchanges and options.

### **Transactions with Other Trusts**

The Trustee may enter into any transaction authorized by this Agreement with any trustee (including a transaction between the Trustee of the Marital Trust and the Trustee of the Credit Trust even though such separate capacities may be occupied by the same Person), executor or administrator of any other trust or estate in which any beneficiary hereunder has any interest, even though any such Trustee or representative is also Trustee hereunder.

**Transfer of Situs of a Trust**

The Trustee may transfer the situs of any trust to any other jurisdiction as often as the Trustee deems it advantageous to the trust, appointing a substitute Trustee to itself to act with respect thereto. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee which may elect to act as advisor to the substitute Trustee and shall receive a reasonable fee for so acting. Further, the Trustee may remove any acting substitute Trustee and appoint another or reappoint itself at will.

Dated at Peoria, Illinois, this 6 day of June, 2006.

Alphonse T. Masi

Alphonse T. Masi, Trustee under  
the Alphonse T. Masi Revocable  
Trust Agreement, dated August 30, 2005.

STATE OF ILLINOIS        )  
                                  SS )  
COUNTY OF PEORIA        )

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Alphonse T. Masi, as Successor Trustee aforesaid, personally appeared before me this day in person and acknowledged that she signed, sealed and delivered the foregoing Certification as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of June, 2006.



Cynthia Adams Kirwan  
Notary Public